## VOLUNTARY CLEANUP PROGRAM (VCP) APPLICATION SITE ADDRESS COUNTY SIZE OF SITE (ACRES) U.S. CONGRESSIONAL DISTRICT MO SENATE DISTRICT MO HOUSE DISTRICT LATITUDE (DECIMAL DEGREES) LONGITUDE (DECIMAL DEGREES) SOURCE OF LATITUDE/LONGITUDE DATA TOWNSHIP, RANGE, SECTION PAST BUSINESS(ES) OPERATING AT THE SITE PLEASE PROVIDE DRIVING DIRECTIONS TO THIS SITE **VCP APPLICANT** ADDRESS PHONE FAX E-MAIL RELATIONSHIP TO PROPERTY OTHER \_\_\_\_\_ ☐ OWNER ☐ PROSPECTIVE PURCHASER ☐ OPERATOR (IF DIFFERENT FROM OWNER) NAME/BUSINESS NAME \_\_\_ ADDRESS \_ TELEPHONE NUMBER \_ **TECHNICAL CONTACT FOR CLEANUP RELATED ISSUES** NAME ADDRESS PHONE FAX E-MAIL **ELIGIBILITY CRITERIA** YES NO UNKNOWN 1. Do current site conditions constitute an imminent and substantial threat to public health or the environment? 2. Is, or was, the site, or any part thereof, a permitted or interim status hazardous waste management facility regulated under the Resource Conservation and Recovery Act (RCRA)? 3. Has the site, or any part thereof, been investigated for listing on the Superfund National Priorities 4. Is, or was the site, or any part thereof, the subject of an enforcement action, or does the site warrant an enforcement action under RCRA; Comprehensive Environmental Response, Compensation and Liability Act (CERCLA); the Missouri Hazardous Waste Management Law, or any other federal or state environmental law or statute? 5. Has remediation been conducted at the site? If you answered "yes" to any of the above questions, the site may not be eligible for cleanup under the VCP.

Check here if an application is planned or has been made to the Missouri Brownfield Redevelopment Program for this site.

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ASSESSMENT AND CLEANUP STATUS  Have any environmental site assessments, audits,	sample collections or	analyses been per	formed at the site?	☐ Yes	□ No			
If yes, please indicate below what site assessments have been performed:   □ Phase I □ Phase II □ Other								
Hazardous substances have been detected in:	☐ Soil ☐ Not detected	☐ Groundwater☐ Not sampled						
Has a remedial action plan been developed?	Yes	□ No						
Has implementation of the plan begun?	Yes	□ No	☐ Does not apply					
Is the site now or has it ever been listed on CERCLIS?								
If yes, indicate EPA CERCLIS identification number:								
Other identification numbers (i.e. EPA RCRA ID number, Petroleum Storage Tank Registration number, etc.)								

## **REQUIRED DOCUMENTATION AND ENCLOSURES**

Please enclose the following with this application:

- **\$200 application fee** in the form of a cashier's check payable to the Missouri Department of Natural Resources or an irrevocable letter of credit issued by a Missouri bank.
- · A certified copy of the warranty deed.
- **Site map** A current U.S. Geological Survey 7.5 minute Quadrangle Map, and longitude and latitude coordinates. High quality color copies are acceptable. Street maps are preferred for urban areas.
- A completed DNR/VCP Consent for Access to Property form.
- A brief **narrative background statement** giving history of manufacturing, commercial or other operations, and dates and nature of activities that may have caused the contamination.
- A narrative statement describing all known or suspected **contaminant(s)**, contaminant sources and volumes present on the property. Also indicate if other contaminants are suspected and estimate their volume(s) and source(s).
- Copies of all existing and relevant **site assessment reports**. A Phase I report should be submitted with your application as a minimum. Please submit any photographs as originals or high-resolution copies.
- A remedial action plan, if one has been prepared.

Please complete this application, sign in the appropriate space on page 3, and return, along with the above required documentation and a non-refundable \$200 application fee to:

Voluntary Cleanup Section
Hazardous Waste Program
Missouri Department of Natural Resources
P.O. Box 176
Jefferson City, MO 65102-0176

If you have questions, please contact the Voluntary Cleanup Section at (573) 526-8913.

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Following review and approval of your application, the VCP will send you a Letter of Agreement (LOA) and request for oversight deposit. VCP will begin technical review of the site when the LOA and deposit are returned.

## **INTENTION TO PARTICIPATE**

The undersigned requests that the Missouri Department of Natural Resources provide oversight of investigation and cleanup of possible contamination at the property described above in accordance with Section 260.565, et seq., RSMo and 10 CSR 25-15.010.

Neither the Department nor the undersigned will be bound to proceed unless a Voluntary Cleanup Program Letter of Agreement is executed. The Letter of Agreement will be sent to the undersigned applicant after the application has been reviewed and the site deemed appropriate for the Voluntary Cleanup Program. The agreement will describe the project activities of each party and will require the undersigned to reimburse the Department for oversight costs, in accordance with Section 260.569.1, RSMo.

With this application, the undersigned does not admit or assume liability for investigation or cleanup of the site. The undersigned may terminate their participation in the Voluntary Cleanup Program at any time.

The undersigned applicant certifies that he or she declares to the best of his or her knowledge and belief that the information herein is true, complete, correct, and accurate and furthermore certifies that he or she is fully authorized to request participation in the Missouri Department of Natural Resources' Voluntary Cleanup Program.

## **NOTICE**

Acceptance of a site into the Voluntary Cleanup Program does not mean nor imply that the department has made a final determination regarding whether the site requires or warrants action under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Missouri Hazardous Waste Management Law, or other state or federal statutes. Acceptance into the Voluntary Cleanup Program is based solely on information related to the site that is known to the department at the time the application is submitted. The department reserves the right to exercise its authority under the referenced statutes should information in addition to that known to the department at the time the application is submitted become available which demonstrates that action under one or more of the referenced statutes is warranted, or should conditions at the site change resulting in a situation that warrants action under the referenced statutes.

SIGNATURES								
APPLICANT'S SIGNATURE		PRINT NAME		DATE				
OWNER'S SIGNATURE		PRINT NAME		DATE				
IF SIGNED BY AN AUTHORIZED AGENT, PLEASE INDICATE RELATIONSHIP TO OWNER, WORK TITLE, ADDRESS AND TELEPHONE NUMBER								
AUTHORIZED AGENT'S SIGNATURE		PRINT NAME		DATE				
ADDRESS								
RELATIONSHIP TO OWNER TITLE			TELEPHONE					

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SITE INFORMATION								
SITE NAME								
SITE ADDRESS								
OWNER			OPERATOR (IF DIFFERENT THAN OWNER)					
ACCESS AGREEMENT								
I, as owner of authorize officers, employees, authorized representatives, and persons acting at the request of the Missouri Department of Natural Resources (DNR) to enter and have access to the above-named property at the stated location for the following purposes:								
Owner ensures any/all site operator(s	) will giv	e DNR acces	s to property.					
The on-site observation and oversight	of envir	onmental inve	estigation and remediation activities;					
<ul> <li>The detection of surface or subsurfactions of any such hazardous substitutions.</li> </ul>			ces and subsequent marking or other	wise identifying onsite				
The drilling of holes for subsurface inv	estigatio	on including th	ne use of drilling rigs;					
The taking of such waste, soil, water a	and air s	amples as ma	ay be necessary; and					
Other actions related to the investigation	ion of su	ırface or subs	urface contamination.					
DNR warrants that, upon completion of the project, all DNR material and equipment will be removed from the site. This consent shall expire upon DNR's issuance of a certificate of completion for this site. This consent shall not be construed as or deemed to be an admission of any fact, responsibility, fault, or liability in connection with the site. The site owner shall hold DNR harmless from any claims (including, but not limited to, property damage or personal injury) arising from activities reviewed or overseen by DNR under this agreement.								
SIGNATURES								
SITE OWNER SIGNATURE PRINTED NAME			DATE					
WITNESSES								
SIGNATURE	DATE		SIGNATURE	DATE				
SIGNATURE	DATE		SIGNATURE	DATE				